

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

VERITAS AG and VERITAS
THÜRINGEN GMBH,

Case No.

Hon.

Plaintiffs,

vs.

General Motors LLC

Defendant.

COMPLAINT

Plaintiffs, Veritas AG and Veritas Thüringen GmbH (“Veritas Thüringen,” and with Veritas AG, “Veritas”), by and through its attorneys, The Miller Law Firm, P.C., for their Complaint, state as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Veritas AG is a German corporation that conducts business in Oakland County, Michigan.
2. Plaintiff Veritas Thüringen GmbH is a German limited liability company that conducts business in Oakland County, Michigan.
3. The sole member of Veritas Thüringen is Veritas AG. Veritas AG is a citizen of Germany.

4. Defendant General Motors LLC (“GM”) is a Michigan limited liability company with its principal place of business in Detroit, Michigan. The sole member of GM is General Motors Holdings LLC. The sole member of General Motors Holding LLC is General Motors Company. General Motors Company is a Delaware corporation with its principal place of business in Detroit, Michigan. GM is therefore a citizen of the state of Michigan and a citizen of the state of Delaware.

5. Subject matter jurisdiction is proper in this Court under 28 U.S.C. § 1332(a)(2) because this is a civil action between a citizen of a state and a citizen of a foreign state and the amount in controversy exceeds \$75,000 exclusive of interest, costs, and attorneys’ fees. *See Exxon Mobil Corp. v. Allapattah Services, Inc.*, 545 U.S. 546 (2005).

6. This Court has personal jurisdiction over GM because its principal place of business is in this District. As a limited liability company, GM resides in the district of its members. The sole member of GM is General Motors Holdings LLC. The sole member of General Motors Holding LLC is General Motors Company. General Motors Company has its principal place of business in Detroit, Michigan.

7. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), as the principal place of business for GM is in this District.

GENERAL ALLEGATIONS

8. Veritas AG is a German tier 1 auto supplier that has provided plastic parts to GM pursuant to the parties' supply agreement.

9. Veritas Thüringen is a German tier 1 auto supplier that has provided plastic parts to GM pursuant to the parties' supply agreement.

10. Upon shipping parts to GM, the relevant entity – Veritas AG or Veritas Thüringen – issues an invoice. GM is then obligated to pay the Veritas invoices. Veritas has been delivering product to GM since at least 2020 and has been invoicing GM for the sale of its products to GM. However, GM has not paid every one of Veritas's invoices for product ordered by GM and delivered by Veritas. There are currently 47 invoices that GM has failed to pay.

11. The invoices at issue reflect that GM has failed to pay Veritas a total of \$201,599.99.

12. The invoices that Veritas AG issued to GM and which are the subject of this lawsuit are attached hereto as Exhibit A, in various amounts which total \$24,434.51 (the "Veritas AG Invoices").

13. The invoices that Veritas Thüringen issued to GM and which are the subject of this lawsuit are attached hereto as Exhibit B, in various amounts which total \$177,165.48 (the "Veritas Thüringen Invoices," and with the Veritas AG Invoices, the "Invoices").

14. In consideration for the delivered parts, GM is obligated to remit the amounts as reflected in the Invoices.

15. GM has not paid Veritas on any of the Invoices attached hereto in Exhibit A and Exhibit B.

16. GM has not disputed any of the Invoices in any manner.

17. Veritas AG is involved in insolvency proceedings in Germany, but continues to operate and has continued to supply GM with the subject parts during the term of the insolvency proceedings.

18. Veritas Thüringen is involved in insolvency proceedings in Germany, but continues to operate and has continued to supply GM with the subject parts during the term of the insolvency proceedings.

19. GM did not terminate the supply agreement with Veritas for any reason, including insolvency.

20. As of this filing, GM has a total unpaid balance to the two Veritas entities of \$201,599.99.

**COUNT I
ACCOUNT STATED
(Veritas AG against GM)**

21. Veritas incorporates by reference all preceding paragraphs.

22. GM agreed to compensate Veritas AG for the delivered parts pursuant to the terms of the parties' agreement. GM is in possession of the parties' agreement.

23. Veritas AG sent the Veritas AG Invoices to GM on a regular basis.
24. GM has not replied or objected to the Veritas AG Invoices sent to GM for payment of the amounts due and owing under the parties' agreement.
25. The time for payment has passed as to each and every invoice under the terms of the parties' agreement.
26. When a statement is rendered to a debtor and no reply is made in a reasonable time, the law implies an agreement that the account is correct as rendered.
27. The amounts due and owing and the account that is stated from GM to Veritas AG under the agreement are reflected on the Veritas AG Invoices attached hereto as Exhibit A. GM has not remitted any of the amounts stated on the Veritas AG Invoices.
28. The total amount due to Veritas AG is \$24,434.51, plus interest, costs, and attorneys' fees.
29. GM has received the claim from Veritas AG as to this account.
30. The account has become stated.
31. As a direct and proximate result of GM's failure to pay the total amount due on the account stated, Veritas AG has been damaged.

WHEREFORE, Veritas AG requests entry of a Judgment against Defendant General Motors LLC in the amount of \$24,434.51, plus interest, costs, attorneys' fees, and any other amount this Court deems appropriate.

COUNT II
ACCOUNT STATED
(Veritas Thüringen against GM)

32. Veritas incorporates by reference all preceding paragraphs.

33. GM agreed to compensate Veritas Thüringen for the delivered parts pursuant to the terms of the parties' agreement. GM is in possession of the parties' agreement.

34. Veritas Thüringen sent the Veritas Thüringen Invoices to GM on a regular basis.

35. GM has not replied or objected to the Veritas Thüringen Invoices sent to GM for payment of the amounts due and owing under the parties' agreement. The time for payment has passed as to each and every invoice under the terms of the parties' agreement.

36. When a statement is rendered to a debtor and no reply is made in a reasonable time, the law implies an agreement that the account is correct as rendered.

37. The amounts due and owing and the account that is stated from GM to Veritas Thüringen under the agreement are reflected on the Veritas Thüringen Invoices attached hereto as Exhibit B. GM has not remitted any of the amounts stated on the Veritas Thüringen Invoices.

38. The total amount due to Veritas Thüringen is \$177,165.48, plus interest, costs, and attorneys' fees.

39. GM has received the claim from Veritas Thüringen as to this account.
40. The account has become stated.
41. As a direct and proximate result of GM's failure to pay the total amount due on the account stated, Veritas Thüringen has been damaged.

WHEREFORE, Veritas Thüringen requests entry of a Judgment against Defendant General Motors LLC in the amount of \$177,165.48, plus interest, costs, attorneys' fees, and any other amount this Court deems appropriate.

Respectfully Submitted,

THE MILLER LAW FIRM, P.C.

By: /s/ Daniel L. Ravitz
THE MILLER LAW FIRM, P.C.
Martha J. Olijnyk (P60191)
Daniel L. Ravitz (P83031)
Attorneys for Plaintiffs
950 W. University Drive, Suite 300
Rochester, MI 48307
(248) 841-2200
mjo@millerlawpc.com
dlr@millerlawpc.com

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